

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC., a	)	
Canadian corporation, and J-SQUARE	)	
TECHNOLOGIES (OREGON) INC., an	)	
Oregon corporation,	)	
	)	
Plaintiffs,	)	
v.	)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.	)	
Defendant.	)	

**EXHIBIT E TO  
MOTOROLA'S RESPONSE TO PLAINTIFFS'  
MOTION TO AMEND**

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ William W. Bowser

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC., )  
a Canadian corporation, and )  
J-SQUARED TECHNOLOGIES )  
(OREGON), INC., an Oregon )  
corporation,, )

DEC 20 2005

Plaintiffs, )

vs. )

) C..A. No.

) 04-960-SLR

MOTOROLA, INC., a Delaware )  
corporation, )

Defendant. )

DEPOSITION OF JEANNE KOLASA

Phoenix, Arizona

December 7, 2005

9:30 A.M.

REPORTED BY:

JUDI SCHNEIDER

Certified Reporter

Certificate No. 50735

PREPARED FOR:

SEAN J. BELLEW

Attorney at Law

COPY

1 what do you think their reaction would've been had they been  
2 notified at some point in November of '03 that Motorola's  
3 long term strategy no longer involved reps?

4 MR. TALBOT: Object to form.

5 A. I don't know.

6 Q. Okay. Flashing back to the beginning of your  
7 negotiations with C&S and J-Squared Canada. What was  
8 Motorola's contemplation at that time as to how long these  
9 rep relationships would last?

10 A. I don't know. I know that -- I know that we --  
11 that there was a specific corporate driven requirement not  
12 to include what we -- what sometimes is known as an  
13 evergreen clause. That we have -- that we had a corporate  
14 directive to put a situation in place that upon a year's --  
15 upon a year into the contract, a mutual agreement to move  
16 forward would be required.

17 Q. Okay. We'll get to that. That's G-9 policy, is  
18 it?

19 A. No, that's not the G-9 policy.

20 Q. Okay. What's the G-9 policy?

21 A. G-9 policy is a due diligence review of  
22 anybody -- any third party we partner with to make sure  
23 they're financially viable. That we're not entering into a  
24 situation with a company that has legal issues, liability  
25 issues, bankruptcy issues, things like that.

1 Q. So this company policy regarding the  
2 non-automatic renewal, non-evergreen provision, where is  
3 that set out?

4 A. It would be a corporate policy.

5 Q. Is it a written corporate policy?

6 A. I believe so, but I couldn't tell you where you  
7 could go find it. I don't know. That was -- came from our  
8 legal team.

9 Q. Are you familiar with the G-9 policy?

10 A. Somewhat. I mean I was four years ago or  
11 whenever it was that we worked on these.

12 Q. Was that policy ever provided to anybody outside  
13 of Motorola?

14 A. Yes. It was -- the reason we needed G-9 review  
15 and code of ethics and code of conduct were three Motorola  
16 documents that were given to every rep we engaged with for  
17 them to review and agree to.

18 Q. Did that have something to do with military  
19 contracts?

20 A. That's part of it. That's part of it.

21 Q. And what was that, required by your military  
22 customers?

23 A. We don't, as a policy, work directly with the  
24 military.

25 Q. Ms. Kolasa, getting back to your -- our